

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTER-AMERICAN OIL WORKS, INC.		11/20/2013	CORPORATION: TEXAS
OWI HOLDINGS, LLC		11/20/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A.		
Street Address:	2600 Network Blvd., Suite 190		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85930856		
Serial Number:	85930836		
Serial Number:	85930823	THE OWI IRONMAN	
Registration Number:	2926153	OIL WORKS INC.	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	PATTON BOGGS LLP		
Address Line 4:	DALLAS, TEXAS 75201		

TRADEMARK

ATTORNEY DOCKET NUMBER:	032492.0101
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	11/27/2013

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of November 20, 2013, by **INTER-AMERICAN OIL WORKS, INC.**, a Texas corporation (“Borrower”), **OWI HOLDINGS, LLC**, a Texas limited liability company (“Holdings,” and together with Borrower, and including any of their respective successors or permitted assignees, each a “Grantor” and collectively the “Grantors”), in favor of UMB BANK, N.A., as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, each of the financial institutions from time to time party thereto (individually each a “Lender” and collectively, the “Lenders”) and Agent (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to make the Loans to Borrower; and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Loan Agreement that the Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Grantors’ Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument that Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto), but after providing notice to such Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and the

Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Agent nor Lender shall undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantors' attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent in its sole discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement. Upon any such termination, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the

Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts (including via facsimile or other electronic transmission) with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF TEXAS.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

INTER-AMERICAN OIL WORKS, INC.

By: 

Name: Johnny C. Kidd

Title: President

OWI HOLDINGS, LLC

By: _____

Name: Arthur W. Hollingsworth

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

032492.0101\4813-3370-5238.

TRADEMARK
REEL: 005162 FRAME: 0992

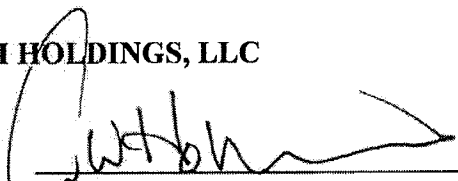
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

INTER-AMERICAN OIL WORKS, INC.

By: _____
Name: Johnny C. Kidd
Title: President

OWI HOLDINGS, LLC

By:  _____
Name: Arthur W. Hollingsworth
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

AGENT:

UMB BANK, n.a.

By: 

Name: Jeff Gulczynski

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

032492.0101\4813-3370-5238.

TRADEMARK
REEL: 005162 FRAME: 0994

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

PUBLISHED/PATENT APPLICATION(S)

SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE
09/904,225	07/12/2001	N/A	N/A	6,619,389	09/16/2003

SCHEDULE C

TRADEMARK COLLATERAL

TRADEMARK APPLICATION(S)

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE
DESIGN	85/930,856	05/13/2013	N/A	N/A
DESIGN	85/930,836	05/13/2013	N/A	N/A
THE OWI IRONMAN	85/930,823	05/13/2013	N/A	N/A
OIL WORKS INC.	76/476,516	12/18/2002	2926153	02/15/2005

SCHEDULE D

DOMAIN NAMES

www.oilworksinc.com